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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Where Application of: )  
)  
Andrew D. Greenberg ) Examiner: Richman, G.  
Keith E. Camhi )  
)  
Serial No.: 08/812,522 ) Group Art Unit: 3302  
)  
Filed: March 7, 1997 )  
)

For: A FITNESS FEEDBACK SYSTEM  
FOR WEIGHT STACK MACHINES

Hon. Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

POWER OF ATTORNEY

Sir:

Revoking all previous powers, there are hereby appointed in the above-identified patent application Joseph B. Ryan, Reg. No. 37,922, and Kevin M. Mason, Reg. No. 36,597, of the firm of Ryan & Mason, L.L.P., whose address is 40 Cranston Street, Fairfield, Connecticut 06430, with full power of substitution and revocation, to prosecute the application, to file papers in connection therewith, to make alterations and amendments therein, to receive all documents and correspondence, and to transact all business in the Patent and Trademark Office connected therewith.

The entire right, title and interest in the above-identified patent application is assigned to Integrated Fitness Corporation, Stamford, CT, as evidenced by a chain of title including an assignment of the parent application, U.S. Serial No. 08/271,183, filed July 7, 1994, and all divisionals thereto, to Integrated Fitness Corporation from the

above-named inventors executed on March 20, 1995 and recorded by the U.S. Patent and Trademark Office at Reel 7441, Frame 0427. A copy of this Assignment is attached hereto.


The undersigned hereby declares and states as follows: that the assignee Integrated Fitness Corporation has reviewed the above-noted evidentiary documents; that, to the best of assignee's knowledge and belief, title is in the assignee; that I am an authorized representative of the assignee; that I am empowered to sign this statement on behalf of assignee; that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Please address all written correspondence to the following address:

Ryan & Mason, L.L.P.  
40 Cranston Street  
Fairfield, CT 06430  
Fax (203) 255-6570

Telephone Calls should be directed to Kevin M. Mason, by dialing (203) 255-6560.

Date: 10/16/97.

  
\_\_\_\_\_  
Keith E. Camhi  
President  
Integrated Fitness Corporation

## ASSIGNMENT

WHEREAS, we have made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled FITNESS FEEDBACK SYSTEM FOR WEIGHT STACK MACHINES, the specification of which:

X was filed on July 7, 1994, as Application Serial No. 08/271,183;

WHEREAS, Integrated Fitness Corporation, a corporation of the State of Connecticut, whose address is 26 Sixth Street, Suite 305, Stamford, Connecticut 06905, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title, and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to

Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

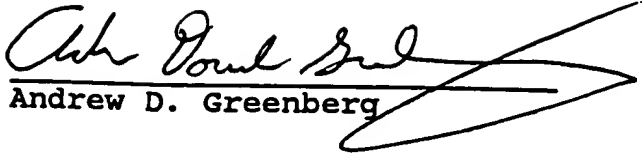
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

IN WITNESS WHEREOF:

Today's


Date:

~~12/17/94~~ 3/30/95
  
 Andrew D. Greenberg

STATE OF: CONNECTICUT

COUNTY OF: FAIRFIELD

On this 20<sup>th</sup> day of March, 1995, before me personally appeared Andrew D. Greenberg known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

  
 Notary Public

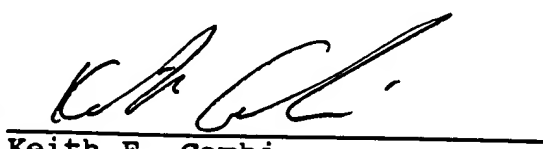
My Commission Expires:

11/30/96

IN WITNESS WHEREOF:

Today's


Date:

~~12/17/94~~ 3/24/95
  
 Keith E. Camhi

STATE OF: CONNECTICUT

COUNTY OF: FAIRFIELD

On this 20<sup>th</sup> day of March, 1995, before me personally appeared Keith E. Camhi known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

  
 Notary Public

My Commission Expires:

11/30/96

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 AGENT  
 AD MARK  
 OFFICE

MILITARY 11 MAR 1995